tion proceedings was taxed against him, the assessment was condemned because, as was later explained in the *French* case, the ordinance was "apparently aimed at a single person." But the law itself was not declared void. So also in *Martin* v. *District of Columbia,* 205 U. S. 135, in which case a jury had assessed the cost of opening an alley on adjoining owners to an amount twice as great as the former value of the land of such owners, the assessment was set aside and the case sent back with instructions that the assessment be based on the amount of actual benefit accruing to the lots. In this case also the law itself was not sèt aside. The court seemed unwilling to touch the general scheme of special assessment, but, as in the *Norwood* case, the particular assessment was set aside as an abuse of power. The instant case is different from both of these because here not only the particular assessment is assailed, but the whole plan is condemned. "The defendant's case is not an incidental result of a rule that as a whole and on the average may be expected to work well, but of an ordinance that is a farrago of irrational irregularities throughout." In that respect the case is different from those that went before. The rule as enunciated is this, "if the law is of such a character that there is no reasonable presumption that substantial justice will generally be done, but the probability is that the parties will be taxed disproportionately to each other and to the benefit conferred the law cannot stand against the complaint of one so taxed in fact." The law therefore seems to be that a special assessment will not be set aside on the ground that the tax exceeds the benefit, provided the rule of assessing the tax embodies "a principle generally fair and doing as nearly justice as can be expected." But in such a case even, if a particular assessment is a plain abuse of authority the assessment will be set aside. But if the whole rule of assessment is so irrational as to make it probable, under the circumtances to which it is applied, that the tax will be disproportionate to the benefit and the part borne by other owners, the entire law must fail. The instant case may be said to be the first case in the Supreme Court that falls clearly within the latter category.

CONTRACTS—TIME WITHIN WHICH OPTION TO RESELL MUST BE EXERCISED.—Defendants as vendors and plaintiff as purchaser contracted for the sale of 636 acres of land, on which plaintiff made part payment. The contract, which was dated Oct. 4, 1912, contained a provision whereby defendants agreed that if the purchaser "desires to relinquish the land at the end of one year from date of this contract, the amount paid thereon by purchaser will be returned to him with interest on the same at six per cent." On October 16, 1913, the plaintiff notified defendants that he desired to relinquish the land pursuant to the above agreement. Upon defendants' refusal the plaintiff sues to recover on the contract. *Held,* plaintiff had a reasonable time within which to exercise the option after the expiration of the time stated, and it cannot be said as a matter of law that the time taken here was unreasonable. The decision of the lower court dismissing plaintiff's complaint is reversed. *Davis* v. *Godart, et al.* (Minn. 1915), 154 N. W. 1091.

The reasoning on which the prevailing opinion of the court is based is that the plaintiff could not have asked to exercise his option before the end of the year, and that the year did not end until midnight of October 4, 1913; that therefore "at" must be taken to mean "after" here, and that a reasonable time after should be given the plaintiff. It was then decided that the court could not say as a matter of law that twelve days after the date of expiration of the time stated was an unreasonable length of time. Justice HALLAM, dissenting, takes the view that the date on which the option expires is the date on which it must be exercised; that "at the end of" fixes a definite time which should not be extended by the court, and this definite time is the last day of the year over which the option runs and not the day after. Justice HOLT, dissenting, holds with the trial court that the option should be exercised on the day after the expiration of the year, and if not exercised then it is lost. The opinion of the court would seem to rest on the assumption that time is not of the essence of this contract, and the reasoning is sustained by the cases of *Rogers* v. *Burr,* 97 Ga. 10, 25 S. E. 339; *LaDow* v. *Bement,* 119 Mich. 685, 79 N. W. 1048. As pointed out in *Magoffin* v. *Holt,* 62 Ky. (1 Duv.) 95, however, the general rule that time is not of the essence of contracts for the sale of land does not apply in option contracts of this kind, for the reason that the person having the option does not have the equitable interest in the right to resell that is the basis for the general rule. That time is of the essence of a contract to purchase land "at the expiration" of a lease, and that the option must be exercised on the day following the expiration, is held in *Herman* v. *Winter,* 20 S. D. 196, 105 N. W. 457. Since time is the substance of an option contract, the thing for which consideration is given, it would seem that the extension of time by the court is in effect making a new contract for the parties. In computing time in similar contracts the general rule seems to be that the day on which the contract is dated is excluded and the day on which it expires is included. *Weld* v. *Barber,* 153 Pa. St. 465, 26 Atl. 239; *Buttrick* v. *Holden,* 8 Cush. (Mass.) 233; *Annan* v. *Baker,* 49 N. H. 161. These cases sustain the view of Justice HOLT that the time for the exercise of the option is on the day following the expiration of the year designated. Sustaining the holding of Justice HALLAM that the time for exercise of the option is on the day the year expires, and not after, is the case of *Tilton* v. *Sterling Coal & Coke Co.,* 28 Utah, 173, 77 Pac. 758.

CREDITORS' SUIT—NECESSITY OF PRIOR JUDGMENT.—A creditor brings suit to set aside a fraudulent conveyance. The debtor is insolvent, has no property subject to levy, and is not within the jurisdiction. *Held,* not necessary that the debt should have first been reduced to judgment. *Williams et al.* v. *Adler-Goldman Commission Co. et al.* (C. C. A. 1915), 227 Fed. 374.

The general rule is that before a fraudulent conveyance will be set aside the debt must be reduced to judgment followed by execution and return *nulla bona;* the judgment and fruitless execution are conclusive evidence that there is no adequate remedy at law. But if it appears by other evi-